BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF THE
The Chief Engineer (Ele.,), C,O&M,
BMAZ South, BESCOM, NT Road, Bangalore-1

VOLUME-I

SECTION – INB (INSTRUCTION TO BIDDERS)

Enq No: CEE/BMAZ South/24-25/Enq-06

PREAMBLE:

1.0 The Chief Engineer, C,O&M, BMAZ South, on behalf of the Bangalore Electricity Supply Company Limited, invites tender through e-procurement mode from eligible bidders, **for Providing the services of 107 nos. of manpower services for a period of 12 (Twelve) months to Fast Track Helpdesk in O&M Sub-divisions of West & South Circle, BMAZ South, BESCOM**.

The manpower availed shall discharge the duties as per the instructions of the concerned sub-division heads. Necessary instructions/guidance shall be issued by the sub-division head.

1. Enquiry No.	**CEE/BMAZ South/24-25/Enq-06**
2. Tender processing fee	**Refer e-procurement website kppp.karnataka.gov.in**
3. Earnest Money Deposit	**Rs 4,58,000/-**
4. Due date for submission of Bids	**20.09.2024 16:00 Hours**
5. Pre-bid meeting	**30.08.2024 @3.30 PM Address: #14/3, 3rd Floor, Sri Aravinda Bhavan, N.T.Road, Bengaluru-01**
5. Tender System	**Through E-procurement portal**
6. a) Date of opening of Techno commercial bid	a) **23.09.2024 @ 16:00 Hrs** b) ***Will be opened in e-procurement***

b) Date of opening of Price Bid	***portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
7. Schedule of requirements	**Project Engineer/FTNC Co-ordinator: 37 No's (Thirty Seven)** **Receptionist: 35 No's (Thirty Five)** **Data Entry Operator: 35 No's (Thirty Five)** **Total 107numbers.**
8. General Terms and Conditions	**Enclosed herewith**
9. Price bid	The bidder shall quote service charge per person per month for every category of manpower without GST .

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **20.08.2024 16:00 Hours** to **20.09.2024 16:00 Hours** and techno commercial bid will be opened on **23.09.2024 @ 16:00 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal only on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on **23.09.2024 @ 16:00 Hrs** as mentioned in the e-Procurement Portal. Date of opening of Price Bids will not be intimated separately and will be opened in e-procurement portal after completion of techno commercial evaluation.

4.0 PRICES

The Rates shall be firm and no variation allowed.

a) BESCOM reserves the right to accept/reject any/all Tender, without assigning any reason.

b) The quotation shall be valid for **180 days** from the date of opening of the tender.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

5.0 QUALIFYING REQUIREMENTS

Technical Criteria:	Documents shall be uploaded
1. The bidder/agency shall be any of the following: a) Company Act 1956/2013 b) Partnership firm Or c) Proprietorship	**In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013 **OR** A certificate of **LLP** (Limited Liability Pvt Ltd) issued by the **Ministry of Corporate Affairs**, **GoI.** Board resolution copy, Memorandum of Article of Association and valid general power of attorney. **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932, Partnership deed, valid General power of Attorney **In case of proprietorship:** A certificate issued by any Statutory Authority in the State.
2. The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'** **Nature of business should be Manpower supply.**	'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'.** Nature of business should be Manpower supply.
3. The bidder/agency's should have service centre/ branch office in Karnataka	Service centre / branch office address proof shall be uploaded in their letter head
4. The bidder/ agency should have provided the manpower services of Project Engineer/FTNC Co coordinator/Supervisor	The Work Award/contract award/ work entrustment order copy duly mentioning the total amount of award issued by the

(Technical),Data Entry Operator and Receptionists amounting to **Rs.155.19 lakh** (50% of the amount put to tender) in a single contract order in any one year during **the preceding three years** i.e FY 2021-22 , 2022-23 & 2023-24	ESCOMs / KPTCL/ any Govt Organisation "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
5. The bidder/agency should have provided atleast 80% of each manpower category service ie Project Engineer/FTNC Co coordinator/Supervisor (Technical),Data Entry Operator and Receptionists in a Single contract order in any one year during the preceding three Financial years i.e FY 2021-22 , 2022-23 & 2023-24	The Work Award/contract award/ work entrustment order copy duly mentioning the total amount of award issued by the ESCOMs / KPTCL/ any Govt Organisation "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
6. The bidder / agency shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration PAN card copy GST registration	Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the agency**
7. The Bidder/agency should not have been black listed by any entity.	Self-declaration in their letter head
8. The Bidder/agency should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in their letter head
9. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding	Self-declaration in their letter head

restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	
Financial Criteria:	**Documents to be uploaded**
10. The annual turnover shall be equal to the amount put to tender i.e **Rs. 310.40 lakh in any two financial years during the preceding 03 Financial years** i.e., 2021-22, 2022-23 & 2023-24	The annual turnover certificate issued by the registered Chartered Accountant / Statutory Auditor Balance sheet, P & L statement and IT returns of all the 05 years duly certified by the registered Chartered Accountant / Statutory Auditor
11. The liquid assets as on **02.09.2024 or later date** before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) **shall not be less than 25% of the amount put to tender (Rs. 77.60 lakh)** shall be uploaded. .	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by the bank. The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility .

General Conditions:

1. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the e-procurement portal. Non-submission of the proof of documents shall lead to disqualification.
2. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+18% GST

3. The bidder quote the service charge per person per month for each manpower caterogy without GST.
4. In case of more than one bidder happens to be L-1, then L1 bidder will be selected on lottery system in presence of bidders.
5. **In case, the Contract Order is extended for further period, then the existing contract agreement is deemed to have been extended with same terms and conditions as mentioned in the agreement.**

BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

6.0 Scope of Work

The scope for the subject Tender shall include but not limited to the following:

6.1.1 Providing manpower requirement for FTNC cells in C,O&M subdivisions of BESCOM on contract basis for a period of one Year.

6.1.2 The Bidder Obligations for providing Manpower services.

6.1.3 The Roles and Responsibilities of deployed Manpower services

6.1.4 Replacement of Manpower Resources.

7.0 Roles and Responsibilities of Manpower in FTNC cell

Receptionist:

a) To welcome and provide all relevant information about FTNC to applicant.
b) Provide assistance to fill the application form.
c) Verify the documents submitted.
d) Forward the application form to Data Entry Operator for further process.

Data Entry Operator :

a) Fill the application online and scan all the relevant documents.
b) Prepare the FTNC kit by printing application form and other documents and obtain the signature of the applicant.
c) Generate demand note and intimate applicant regarding payment procedure.
d) Enter the corresponding details in FTNC Register book.

FTNC Coordinator :

a) After the payment made by the applicant, verify the receipts and enter the details in FTNC portal.
b) Verify the kit and handover it to AET for further process on the same day.
c) Brief out the applicant about the procedure of processing applications.
d) To monitor the applications registered online on daily basis and intimate the applicant regarding further process.
e) To keep track of number of applications registered on daily, monthly and yearly basis.
f) To maintain FTNC register as per the prescribed format.
g) To dispatch the files to section offices through tappal in order to obtain field report and follow up the same with Section officer.
h) To ensure all the files are serviced within stipulated time and that there is no pending applications.

8.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

Supporting Documents mentioned above must be uploaded in the e-procurement portal. Failing to upload any of the documents shall lead to disqualification of the Agency/Bidder to participate in the tender.

Notwithstanding anything stated herein above, Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

In the event of the information furnished by the bidder found to be false at any stage of tendering, Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

In the event of the information furnished by bidder is found to be false during the execution stage, then Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM is at its liberty to cancel the award other than forfeiting the Security Deposits against the award and may blacklist the firm and recover the losses and levy liquidated damages.

If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

◊ Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified, If they have, made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,

- The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST, if sought.
- After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.
- Quantities noted above may subject to change as per provisions of KTPP Act.
- **If there is any increase in the minimum wages during the contract period, the same shall be payable by BESCOM.**
- Chief Engineer (Ele.,), C,O&M, BMAZ South, BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- The tender not submitted through e-procurement portal is liable to be rejected.
- BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

- The person/bidder who is having criminal background or insolvent is not eligible to participate in the tender.

- The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.

- **In the areas where ESI act is not covered, the agency shall obtain insurance cover for the Workmen's compensations for such outsourced staff in lieu of ESI.**

- The said agency should have the license as required under the Contract labour (regulations and Obligation) Act, 1970 and Karnataka Rules, 1974 and its amendments.

- The said agency shall maintain relevant registers and records under the applicable enactments and should present the same as and when required.

- If the agency assigns or sub-lets the obligations under the agreement, the work order awarded automatically stand cancelled.

- The Contract is for a period of **one year from the date of contract order and further extendable for one more year with mutual consent**. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

- The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e., 24*7 on all 365 days. The representative/supervisor shall provide the details as directed without fail.

- **The successful bidder should provide the above required staff as per the specified qualification.**

◊ **As per the BESCOM circular No: BESCOM/GM(A&HR)/BC-50/2505/2019-20/ CYS-20 Dt:05.02.2020, out of the total persons engaged 15% and 3% shall compulsorily belong to SC and ST community respectively. The list for the same along with the copy of the caste certificate issued by the competant authority shall be submitted before deploying manpower to work**.

- ◊ **As per the BESCOM circular No: BESCOM/GM(A&HR)/BC-50/2505/2022-23/ CYS-05 Dt:02.07.2022, out of the total persons engaged 33% shall compulsorily be women candidates.**
- ◊ **The Bidder/agency should not be penalized by competent Court due to violation of labour law.**
- ◊ **Challans of having paid EPF, ESI & GST for previous 12 months shall be submitted.**

9.0 Minimum Qualification and knowledge required for manpower

a.	Project Engineer/ FTNC Co-ordinator	**:**	Candidate having Engineering degree with computer knowledge.
b.	Receptionist	**:**	Candidate having any degree with computer knowledge and good communication skills.
c.	Data Entry Operator	**:**	Candidate having Diploma degree with computer knowledge.

10.0 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower.

11.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

12.0 Details of Shifts

The normal working hours for the staff: 10.00 AM to 5.30 PM from Monday to Saturday.

The Agency shall make arrangement to provide weekly holidays and other holidays to manpower posted on duty by making alternate arrangements.

13.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff.

BESCOM will not be responsible for non-payment of remunerations to the manpower availed, under any circumstances.

14.0 Mode of payment:-

a. The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the O&M sub-divisional AEE (El), duly countersigned by the concerned Circle Superintending Engineer (Ele), for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer, El, C,O&M, BMAZ South, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

b. It is mandatory that, the agency shall make the payment to its employees within 7th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment. **For any lapses the bidder will be penalized ₹ 1,000/- per day subject to max of ₹. 25,000/- per month.**

c. The payment shall be restricted to the no. of manpower availed during that particular month as certified by the concerned head of the office.

d. Before passing the bill, the accounts officer should ensure that the Agency shall produce bank statement of each manpower, as proof for having paid the previous month salary to the individual manpower SB account and EPF/ESI to the individual employees of the said contract order.

e. The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employee of the said contract order and all other statutory requirement.

f. In case the bidder fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the bidder is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

g. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of bidder failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the bidder or that may become due to the bidder under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

h. All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f)Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

i. The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by the jurisdiction officer.

j. The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Monthly attendance registers.
2) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
3) Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.
4) Copy of format 3A and Afor annual EPF paid and format 6 for half yearly ESI paid.
5) Copy of GST paid in the respective format.
6) Aadhaar Number of each Employee.
7) Each year during the month of December, Rs 20/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare Commissioner, Karnataka Labour Welfare Board, My sugar building 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

15.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

16.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

17.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a. The bid must clearly indicate the name of the bidder, the type of services to be provided.

b. The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of Electronic/scanned copies in the e-procurement Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.

c. Annexure documents to be uploaded.

18.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

19.0 THE BIDDING DOCUMENTS

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-ITB-Instructions to Bidders
	Volume-II
	Section-GCC-General Terms and Conditions of Contract

	Section-a)Techno-commercial sheets b) EMD Declaration c) Annexures

20.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

21.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Chief Engineer, C,O&M, BMAZ South, BESCOM. The Chief Engineer, C,O&M, BMAZ South, BESCOM, will issue interpretation(s) and clarification(s) as he may think fit in writing.

After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify Chief Engineer, C,O&M, BMAZ South, BESCOM in writing. Chief Engineer, C,O&M, BMAZ South, BESCOM will upload in the Website/ issue corrigendum in the website /issue instructions in the website to any request for such clarification of the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

22.0 AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

The amendment will be notified in the e-procurement portal. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

24.0 DOCUMENTS COMPRISING THE BID

The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.

The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.

25.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay an **EMD Of Rs 4,65,600**/- through any of the four e payment modes mentioned in the e-procurement portal.

26.0 PERIOD OF VALIDITY OF BIDS

26.1 Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

26.2 In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

27.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

28.0 FORMAT OF BID

The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website. **(kppp.karnataka.gov.in)**

29.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the e-procurement portal on or before **20.09.2024 at 16:00hrs .**

The Chief Engineer, C,O&M, BMAZ South, BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

30.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

31.0 OPENING OF BIDS

The Chief Engineer, C,O&M, BMAZ South, BESCOM will open bids submitted through e-procurement portal.

32.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no

change in the price or substance of the bid shall be sought, offered or permitted.

33.0 PRELIMINARY EXAMINATION

The Chief Engineer, C,O&M, BMAZ South, BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been uploaded, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

The Chief Engineer, C,O&M, BMAZ South, BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

34.0 EVALUATION/COMPARISON OF PRICE BIDS

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

If a tender is not substantially responsive, it will be rejected by the BESCOM and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

35.0 COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the amount quoted by the bidders in the e-procurement portal. Such price shall include GST and all other applicable taxes for providing services of FTNC manpower for a period of one year as per the "Minimum Wages" fixed in the latest Govt. Notification.
b. The Contract order will be placed on the successful Bidder, whose quoted amount is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

36.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

37.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

38.0 AWARD CRITERIA

The Chief Engineer, BMAZ South, BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Chief Engineer, BMAZ South, BESCOM shall be the sole judge in this regard.

39.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Chief Engineer, BMAZ South, BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner’s action.

40.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

The Chief Engineer, BMAZ South, BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Chief Engineer, BMAZ South, BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

41.0 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

42.0 Issue of contract Order

Contract order will be issued by the Chief Engineer, (Ele.,) C,O&M, BMAZ, BESCOM, NT Road, Bangalore-1 Whatever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

43.0 Risk and Cost Service: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four weeks' notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

44.0 Termination of Contract:

The Contract is liable to be terminated at the absolute discretion of The Chief Engineer, BMAZ South, BESCOM without assigning any reasons on the following grounds and the Security Deposit paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract

c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to the manpower availed within the time.
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the Chief Engineer, BMAZ South, BESCOM shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: +91-8046010000 +91-8068948777 Or E-mail: support[at]eprochelpdesk[dot]com

Sd/-
Chief Engineer (Ele,),
C,O&M, BMAZ South, BESCOM